ANTIKOR DOO
SPECIJALIZOVANO PRIVREDNO DRUŠTVO
ZA POSLOVE ANTIKOROZIONE ZAŠTITE
Broj 20
27.02. 2024 god
BEOGRAD

CHINA CIVIL ENGINEERING CONSTRUCTION CORPORATION BALKAN OGRANAK BEOGRAD sa sedištem u Zemunu Batajničkom drumu 3 deo 6a, matični broj: 29507031, PIB: 109874997, koga zastupa g. Xue Hongxi, po punomoćju od 31.12.2021. godine (*u daljem tekstu: Izvođač*)

i

ANTIKOR DOO SPECIJALIZOVANO PRIVREDNO DRUŠTVO ZA POSLOVE ANTIKOROZIONE ZAŠTITE, BEOGRAD (ČUKARICA), sa sedištem u Beogradu, ul. Požeška br. 7, MB: 07007060, PIB: 100000571, koga zastupa Miloš Tatomir, direktor, (*u daljem tekstu: Podizvođač*)

(*u daljem tekstu takođe pojedinačno označeni i kao **Ugovorna strana**, a zajedno **Ugovorne strane***)

S obzirom da

-Dana 30.01.2023.godine ugovorne strane su zaključile podizvođački ugovor i to Subcontract for execution of waterproofing works for concrete deck, protective coating of concrete P and pedestrian walkaway of bridges, galleries and overpasses in project modernization and reconstruction of Serbian Railway, section Novi Sad to Subotica (***u daljem tekstu: Podizvođački ugovor)*** za izvođenje radova na projektu Projekta modernizacije i rekonstrukcije mađarsko-srpske železničke veze na teritoriji Republike Srbije za deonicu Novi Sad-Subotica-granični prelaz (Kelebija), **(*u daljem tekstu: Projekat)***

-U toku izvođenja radova, Podizvođač je dostavio ponude za dodatne radove broj 06/BU od 06.02.2024.(u daljem tekstu: Ponuda)

CHINA CIVIL ENGINEERING CONSTRUCTION CORPORATION BALKAN OGRANAK BEOGRAD, with the registered seat in Zemunu Batajničkom drumu Street 3 deo 6a, registration no: 29507031, tax identification no: 109874997, represented by Mr. Xue Hongxi by power of attorney dated December 31st 2021 (*hereinafter referred to as Contractor)*

and

ANTIKOR DOO SPECIJALIZOVANO PRIVREDNO DRUŠTVO ZA POSLOVE ANTIKOROZIONE ZAŠTITE, BEOGRAD (ČUKARICA), , with the registered seat in Belgrade, Požeška Street No. 7, registration no: 07007060, tax identification no: 100000571, legally represented by Mr. Miloš Tatomir, director (*hereinafter referred to as Subcontractor)*

(*Hereinafter individually also referred to as **the Party** and jointly referred to as **the Parties***)

Whereas

-On January 30th , 2023 the parties concluded the Subcontract for execution of waterproofing works for concrete deck, protective coating of concrete P and pedestrian walkaway of bridges, galleries and overpasses in project modernization and reconstruction of Serbian Railway, section Novi Sad to Subotica ***(hereinafter referred to as Subcontract)*** for the execution of the works on the project of modernization and reconstruction of the Hungarian-Serbian railway connection on the territory of the Republic of Serbia for the section Novi Sad-Subotica-border crossing (Kelebija), ***(hereinafter referred to as Project)***

- During the execution of the works, the Subcontractor submitted offer for additional works No. 06/BU dated February 06, 2024.(hereinafter referred to as Offer)

S tim u vezi, dana 19.02.2024. ugovorne strane zaključuju sledeći

Therefore, on 19.02.2024., the parties conclude the following

DOPUNSKI UGOVOR

SUPPLEMENTARY AGREEMENT

Član 1.

Ugovorne strane su saglasne da je Izvođač prihvatio ponude Podizvođača za izvođenje dodatnih radova te da ona čini Prilog 1 ovog Dopunskog ugovora.

Ugovorne strane su saglasne da će se obim radova iz Podizvođačkog ugovora povećati za radove opisane u Prilogu 1.

Article 1

The parties agree that the Contractor has accepted the Subcontractor's offers for the performance of additional works, and that it constitute Appendix 1 of this Supplementary Agreement.

The Parties hereby agree that the scope of works from the Subcontract will be increased for the works described in Appendixes 1.

Član 2

Ovim dopunskim ugovorom definišu se dodatne stavke pored onih definisanih u Podizvođačkom ugovoru i njihove odgovarajuće konačne ili privremene cene. Ovim dopunskim ugovorom će povećati količinu radova Podizvođača i ukupnu ugovornu cenu.

Article 2

This Supplementary Agreement shall define additional items to those defined under the Subcontract and their corresponding final or provisional pricing. This agreement shall increase the works quantity of the Subcontract and total contract price.

Član 3.

Podizvođač je dužan da izvodi radove u skladu sa izmenjenim obimom posla i Prilogom 1.

Article 3.

The Subcontractor shall be obliged to perform the works in accordance with the amended scope of the works and Appendix 1.

Član 4.

Garancije koje je Podizvođač dao Izvođaču na osnovu člana 10 Podizvođačkog Ugovora, proizvode pravno dejstvo i u odnosu na radove koje su definisani u Ponudi 06/BU od 06.02.2024. godine.

U roku od 10 dana od dana potpisivanja ovog Dopunskog ugovora, blanko solo menica pečatirana i potpisana od strane ovlašćenog lica Podizvođača, registrovana pred Narodnom bankom Srbije preko poslovne banke, zajedno sa overenim meničnim ovlašćenjem i kartonom deponovanih potpisa izdatom od strane poslovne banke Podizvođača biće dostavljeni kao garancija za dobro izvršenje posla, koja će biti registrovana sa „bezuslovno i neopozivo" klauzulom u iznosu od 5% ukupne vrednosti u skladu sa Ponudom. Blanko solo menica može biti aktivirana od strane Izvođača u slučaju da Podizvođač ne ispuni svoje obaveze u skladu sa Podizvođačkim ugovorom i ovim Dopunskim Ugovorom.

Ukoliko nema nerešenih pitanja, Izvođač će vratiti odvojenu blanko menicu za dobro izvršenje posla Podizvođaču najkasnije u roku od 15 dana od dana isteka garantnog perioda i vrati Podizvođaču iznos koji je odbijen od novca za zadržavanje.

Član 5.

Ovaj Dopunski ugovor stupa na snagu nakon što ga potpišu i pečatom overe predstavnici obe strane.

Article 4.

Performance Securities given by Subcontractor to the Contractor in accordance to the Article 10 of the Subcontract shall produce legal effect in relation to the works defined in Offer 06/BU dated February 06, 2024.

At the time of Supplementary Agreement signing, within 10 days, blank solo bill of exchange stamped and signed by the authorized person representing the Subcontractor, registered at the Naional Bank of Serbia through a commercial bank, accompanied by the verified bill of exchange authorization and list od deposited authorized signatures issued by the commercial bank from the Subcontractor shall be provided for performance guarantee of contracted works, which shall be registered with „unconditionally, irrevocably" clause in the amount of 5% of total subcontracted works value in accordance to the Offer. This blank solo bill of exchange could be activatted by the Contractor in the case that the Subcontractor fails to fulfill his obligations under this Supplementary agreement.

If there are no unresolved issues, the contractor shall return the separate blank performance bond bill to the subcontractor at the latest wihin 15 (fifteen) days of the end of the warranty period and refund the Subcontractor tthe amount deducted from the retention money.

Article 5.

This Supplementary Agreement shall enter into force upon being signed and sealed by representative of both parties.

Član 6.

Ovaj Dopunski ugovor predstavlja dopunu Podizvođačkom ugovoru i sve što nije regulisano ovim Dopunskim ugovorom podleže odredbama Podizvođačkog ugovora.

Article 6.

This Supplementary Agreement is supplement to the Subcontract and the contents not covered in the Agreement shall be subject to the provisions of the Subcontract.

Član 7.

Ovaj Dopunski ugovor je sačinjen u 4 (četiri) istovetna dvojezična primerka, od kojih po dva zadržava svaka strana. U slučaju neslaganja između verzije na srpskom i verzije na engleskom jeziku, verzija na engleskom jeziku će biti merodavna.

Article 7.

This Supplementary Agreement is drafted in bilingual form, English and Serbian, and this Settlement is made in 4 (four) identical copies, out of which two copy shall be retained by each party, in case of a discrepancy between the two versions, the English version shall prevail.

Prilog 1: Ponude br.06/BU od 06.02.2024.

Appendix 1: Offers No.06/BU dated February 06, 2024.

Izvođač/Contractor

Xue Hongxi

Po punomoćju od 31.12.2021 /By power of attorney dated December 31st 2021

Podizvođač/Subcontractor

Miloš Tatomir

Direktor/Director

ANTIKOR DOO BEOGRAD SPECIJALIZOVANO PRIVREDNO DRUŠTVO ZA POSLOVE ANTIKOROZIONE ZAŠTITE

China Civil Engineering Construction Corporation
Balkan Branch Belgrade
Batajnicki drum 3, Belgrade

Commercial sector
Offer No.06/BU
Belgrade, February 06, 2023.

As per your request, and additional agreements we are sending you an,

OFFER

for injection works of underpass at 89+984,34 km.

SPECIFICATION AND PRICES

INJECTION WORKS					
No.	Description	Mes. Unit	Quantity	Unit Price	Value €
1	INJECTION OF CONSTRUCTION JOINTS (SLAB – WALL CONNECTION) Drilling of 14 mm diameter injection channels, according to a given detail, aslant with an angle of 45-60°, crossing the joint. Spacing of holes is equal to half the crack depth (if so, half thickness of structural member). Removal of drill dust from the injection channels using an industrial vacuum cleaner or air-cleaning using a suitable lance with oil-free compressed air. Placing of bore packers made of non-corroding metal with double seal. Mixing and injection of **MC -INJEKT 2300 Flow**, a CE-compliant, low-viscosity, moisture-reactive, durably flexible elastomer resin (glass transition temperature < -34,2°C) according to EN 1504-5 through prepared packers into cracks and joints ≥ 0.1 mm. The injection shall be carried out with a well adjustable pneumatic high-pressure injection pump. Re-injection of the packers within the workable time of the injection resin. After curing of the injection material, removal of the injection packers. Closing the boreholes with fine mortar. .	m'	195,00	150,00	29.250,00
2	INJECTION OF EXPANSION JOINTS IN THE WALLS AND IN THE SLAB Drilling of 18 mm diameter injection channels, alternately to the left and the right of the expansion joints, aslant with an angle of 45 -60°. Distance between packers should be 30-50 cm. Removal of drill dust from the injection channels using an industrial vacuum cleaner or air-cleaning using a suitable lance with oil-free compressed air. Placing of plastic hammer packers. Injection of acrylic gel with adjustable pneumatic high-pressure injection pump until the expansion joint is fully filled with injection material. Reaction time of acrylic gel must be set between 15-20 s. During the injection, packers must be flushed with water in order to keep them clean for re-injection works. Re -injection of the packers. Application conditions: 1 - 40 °C. After curing of the injection material, removal of the injection packers. Closing the boreholes with fine mortar.	m'	74,00	150,00	11.100,00

Poslovne prostorije: 11070 BEOGRAD, Vladimira Popovića 6, tel. +381 (11) 614 92 88; fax: (011) 614 91 54
Adresa: 11030 Beograd, Požeška 7 ♦ Web: www. Antikor.co.rs ♦ E-mail: office@antikor.co.rs
Tekući račun: 160-275535-08 BANCA INTESA BG ♦ Matični br.: 07007060 ♦ Šifra delatnosti: 4339 ♦ PIB:100000571

Adresa za slanje pošte: **ANTIKOR DOO, 11070 Beograd, Vladimira Popovića 6**

3	**INJECTION OF THE CONTACT COUPLINGS IN THE WALLS AND IN THE SLAB** Drilling of 14 mm diameter injection channels, according to a given detail, aslant with an angle of 45-60°, crossing the joint. Spacing of holes is equal to half the crack depth (if so, half thickness of structural member). Removal of drill dust from the injection channels using an industrial vacuum cleaner or air-cleaning using a suitable lance with oil-free compressed air. Placing of bore packers made of non-corroding metal with double seal. Mixing and injection of **MC -INJEKT 2300 Flow**, a CE-compliant, low-viscosity, moisture-reactive, durably flexible elastomer resin (glass transition temperature < -34,2°C) according to EN 1504-5 through prepared packers into cracks and joints ≥ 0.1 mm. The injection shall be carried out with a well adjustable pneumatic high-pressure injection pump. Re-injection of the packers within the workable time of the injection resin. After curing of the injection material, removal of the injection packers. Closing the boreholes with fine mortar.	m'	146,00	150,00	21.900,00
	INJECTION WORKS TOTAL €:				**62.250,00**

NOTES:

- Obligation of Contractor is to provide switch for electric power, and other assistance for the fastest and most successful rehabilitation of this facility.
- Prices include all costs of materials and works for above position.
- The price does not include VAT.

PAYMENT

The advance payment in the amount of 30% of the contracted value shall be paid by the Contractor to the Subcontractor before the commencement of works. Remaining part of value will be payed within 30 days by the Contractor to the Subcontractor after delivering the monthly and final situation.The actual quantities will be defined by the Building Billing Sheet.

DEADLINES

The works would start after the signing of the Contract and fulfillment of all Contractual obligations, and they will be completed according to the agreed timetable, which will be an integral part of the Contract

OBLIGATIONS

The Contractor's obligation is:
- ~~to provide all the necessary work permits and smooth access to the construction site~~
- to ensure, continuity in operation without interruption,
- to appoint a responsible person / s for supervising, signing the necessary documentation at the construction site (entry in the construction log)
- to provide switches on site for electric power and water.
- to assist Subcontractor with preparatory works.

The Subcontractor's obligation is:
- to perform the works professionally and in a quality manner, within the agreed time limits of the Ordering Office, respecting the measures of protection at the work of its employees and the rules of conduct on the site specified by the Investor.

Option of offer: 30 days

All other conditions will be the subject of the Contract.

Commercial Sector

Dejan Šišović

Director

Miloš Tatomir